

RECORDATION NO. 18405-5 FILED

FEB 01 '08 -12 00 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301

WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

February 1, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Partial Termination and Release (Amtrak Trust 93-B), dated as of February 1, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission and Board under Recordation Number 18405.

The names and addresses of the parties to the enclosed document are:

Owner Trustee: Wilmington Trust Company
Rodney Square North
1100 North Market Street
Wilmington, DE 19890-0001

Indenture Trustee: Bank of New York
101 Barclay Street
New York, NY 10286

Anne K. Quinlan, Esquire
February 1, 2008
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A description of the railroad equipment covered by the enclosed document is:

8 GE Dash 8-40 BPH locomotives bearing Amtrak reporting marks
RELEASED: 833, 834, 836, 838, 840, 841, 842 and 843.

A short summary of the document to appear in the index is:

Partial Release.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/sem
Enclosures

FEB 01 '08 -12 00 PM

SURFACE TRANSPORTATION BOARD

PARTIAL TERMINATION AND RELEASE
(AMTRAK TRUST 93-B)

This PARTIAL TERMINATION AND RELEASE (AMTRAK TRUST 93-B) dated as of February 1, 2008 (the "Partial Termination and Release") is made by (i) WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as owner trustee ("Owner Trustee") under that certain Trust Agreement (Amtrak Trust 93-B), dated as of September 1, 1993 ("Trust Agreement") between Owner Trustee and BNY Capital Resources Corporation (as transferee of BNY Capital Funding LLC, successor by merger to BNY Capital Funding Corp.), as Owner Participant ("Owner Participant"), and (ii) THE BANK OF NEW YORK (as successor in interest to PNC Bank, National Association), not in its individual capacity but solely as indenture trustee ("Indenture Trustee"), under that certain Trust Indenture and Security Agreement (Amtrak Trust 93-B) dated as of September 1, 1993 (the "Indenture"), between Indenture Trustee and Owner Trustee.

WITNESSETH:

WHEREAS, National Railroad Passenger Corporation ("Amtrak"), Owner Participant, Indenture Trustee, and Owner Trustee (collectively, the "Parties") have entered into that certain Participation Agreement (Amtrak Trust 93-B), dated as of September 1, 1993 (as amended, modified or supplemented from time to time, the "Participation Agreement");

WHEREAS, Owner Trustee and Amtrak entered into that certain (i) Lease of Railroad Equipment (Amtrak Trust 93-B), dated as of September 1, 1993 (the "Lease"), recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) on September 24, 1993 under Recordation No. 18405, and (ii) Lease Supplement No. 2, dated December 30, 1993 recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) on December 30, 1993 under Recordation No. 18405-D, pursuant to which Amtrak leased the Equipment from Owner Trustee;

WHEREAS, Owner Trustee and Indenture Trustee entered into that certain (i) Indenture, recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) on September 24, 1993 under Recordation No. 18405-A, and (ii) Indenture Supplement No. 2 dated December 30, 1993 recorded with the Surface Transportation Board (f/k/a the Interstate Commerce Commission) on December 30, 1993 under Recordation No. 18405-E, pursuant to which Owner Trustee assigned to the Indenture Trustee all of its right, title, and interest in and to the Equipment subject to the terms and provisions of the Indenture;

WHEREAS, Amtrak has negotiated the right to partially terminate the Lease with respect to certain General Electric Dash 8-40 BPH Locomotives described in Schedule I attached hereto (the "Terminated Units") and Lessor has agreed to transfer title in the Terminated Units directly to the State of Connecticut (the "State") and will execute and deliver a bill of sale in connection therewith (the "Lessor's Bill of Sale");

WHEREAS, General Electric Company, a New York corporation ("Loan Guarantor") delivered a Guaranty, dated as of September 1, 1993 (the "Loan Guaranty") in favor

of the Noteholders, guaranteeing the full and punctual payment by the Owner Trustee when due of the then outstanding and unpaid principal of the Secured Notes; and

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

NOW, THEREFORE, Owner Trustee and Indenture Trustee each agree as follows:

Section 1. Partial Termination and Release of the Terminated Units by Owner Trustee. All right, title and interest of Owner Trustee in and to the Terminated Units, arising from and through the Lease, is hereby terminated and released.

Section 2. Partial Termination and Release of the Terminated Units by Indenture Trustee. All right, title and interest of Indenture Trustee in and to the Terminated Units, arising from and through the Indenture, is hereby terminated and released.

Section 3. Further Assurances. Each of Owner Trustee and Indenture Trustee hereby agrees to execute and deliver to Amtrak, at Amtrak's cost and expense, such additional instruments, notices, or releases as Amtrak may prepare and reasonably request to effectuate the foregoing provisions of this Partial Termination and Release.

Section 4. Representations and Warranties. Each of Owner Trustee and Indenture Trustee represents and warrants that this Partial Termination and Release constitutes the legal and valid obligation of each of Owner Trustee and Indenture Trustee, respectively enforceable against each of Owner Trustee and Indenture Trustee respectively in accordance with its terms, and each of Owner Trustee and Indenture Trustee respectively has full authority to terminate and release all of its right, title and interest in and to the Terminated Units.

Section 5. Owner Participant Consent and Instruction. Owner Participant, by execution of this Partial Termination and Release, hereby authorizes and directs Owner Trustee to execute and deliver, and to perform its obligations under, this Partial Termination and Release and the Lessor's Bill of Sale.

Section 6. Guarantor Consent and Instruction. Pursuant to Section 4(a) of the Loan Guaranty, Loan Guarantor, by execution of this Partial Termination and Release, hereby authorizes and directs Indenture Trustee to execute and deliver, and to perform its obligations under, this Partial Termination and Release.

Section 7. Definitions. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of the Partial Termination and Release have the respective meanings specified in Annex A to the Lease.

IN WITNESS WHEREOF, each of Owner Trustee and Indenture Trustee has caused this Partial Termination and Release to be duly executed by its duly authorized representative as of the day and year first above written.


WILMINGTON TRUST COMPANY,
not in its individual capacity, but solely as
Owner Trustee

By: M. McCarthy
Name: Michael McCarthy
Title: Assistant Vice President

STATE OF DELAWARE)
 : ss:
COUNTY OF NEW CASTLE)

On this, the 24 day of Jan, 2008, before me, a Notary Public, personally appeared Michael McCarthy, who being by me duly sworn, say that he/she is the AVP of WILMINGTON TRUST COMPANY, that said instrument was signed on _____, 2008 on behalf of said corporation, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said banking corporation organized under the laws of the State of Delaware.

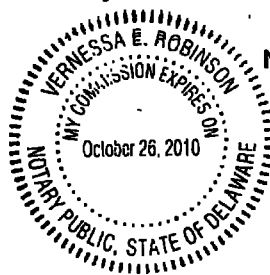
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Name: **VERNESSA E. ROBINSON**

Notary Public

My Commission expires:



VERNESSA E. ROBINSON
Notary Public - State of Delaware
My Comm. Expires Oct. 26, 2010

THE BANK OF NEW YORK (as successor in
interest to PNC Bank, National Association),
not in its individual capacity, but solely as Indenture
Trustee

By: Francine Kincaid
Name: FRANCINE KINCAID
Title: VICE PRESIDENT

STATE OF New York)
COUNTY OF Queens) ss.:

On this, the 1st day of February, 2008, before me, a Notary Public, personally appeared Francine Kincaid, who being by me duly sworn, say that ~~he~~/she is the Vice President of THE BANK OF NEW YORK, (as successor in interest to PNC BANK, NATIONAL BANKING ASSOCIATION), that said instrument was signed on February 1, 2008 on behalf of said corporation, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said banking corporation organized under the laws of the State of New York.


IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Carlos R. Luciano
Name:
Notary Public
My Commission expires:

CARLOS R. LUCIANO
Notary Public, State of New York
No. 41-4765897
Qualified in Queens County
Commission Expires April 30, 2010

CONSENTS:

BNY CAPITAL RESOURCES CORPORATION
(as transferee of BNY Capital Funding LLC,
successor by merger to BNY Capital Funding
Corp.),
as Owner Participant

By: 
Name: William J. Houston
Title: Vice President

GENERAL ELECTRIC COMPANY,
as Loan Guarantor

By: 

Name: Gracie W. Winkler

Title: CFO, GE Transportation

CONSENTS:

BNY Capital Resources Corporation (as transferee of
BNY Capital Funding LLC, successor by
merger to BNY Capital Funding Corp.), as
Owner Participant

By: _____
Name:
Title:

GENERAL ELECTRIC COMPANY,
as Loan Guarantor

By: _____
Name:
Title:

APPROVED AS TO FORM:

BY: *[Signature]*
Counsel for National Railroad
Passenger Corporation

NATIONAL RAILROAD PASSENGER
CORPORATION,
as Lessee

By: *Val H. Stein* (RV)
Name:
Title:

**Schedule I
Terminated Units**

Model	Road Number
Eight (8) General Electric Dash 8-40 BPH Locomotives	833
	834
	836
	838
	840
	841
	842
	843

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 2/1/08



Robert W. Alvord